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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

LEHMAN BROTHERS HOLDINGS INC. et  
al.,

Debtors.

Chapter 11

Case No. 08-13555 (JMP)

(Jointly Administered)

**OBJECTION TO CURE AMOUNT**

MSCI Inc., f/k/a Morgan Stanley Capital International Inc., an affiliate of Morgan Stanley & Co. Incorporated (“Morgan Stanley”), and MSCI Inc.’s affiliate Barra, Inc. (collectively, “MSCI”), by and through their undersigned counsel, respectfully submit this objection (the “Cure Objection”) to the cure amount in connection with the assumption and assignment of certain contracts (the “MSCI Contracts”), in accordance with the procedures set forth in the Court’s *Order Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving (A) the Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases* (the “Sale Order”) and the Court’s *Procedures for Resolving Cure Amounts for Closing Date Contracts* (the “Cure Procedures”). In support of this Cure Objection, MSCI states as follows:

### **BACKGROUND**

1. MSCI provides stock market indices and portfolio analysis tools and data to financial institutions. MSCI and Lehman Brothers Holdings, Inc. (“LBHI”) and Lehman Brothers Inc. (“LBI,” and together with LBHI, the “Debtors”) are parties to certain licenses and other related agreements. On September 15, 2008, LBHI filed a voluntary petition under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). On September 19, 2008, LBI became the subject of a proceeding under the Securities Investors Protection Act of 1970 (“SIPA”), and a trustee (the “SIPC Trustee”) was appointed to liquidate the business of LBI.

2. On September 20, 2008, the Court entered the Sale Order, authorizing the transfer of certain assets of the Debtors to the purchaser, Barclays Capital, Inc. (“Barclays”). Pursuant to the Sale Order, the Debtors seek to assume and assign to Barclays, as of the closing date of the sale, those contracts (the “Closing Date Contracts”) identified on schedules available at <http://chapter11.epiqsystems.com/lehman> (the “Lehman Website”). In connection with the assumption and assignment of the Closing Date Contracts, Barclays agrees to pay the cure amounts (the “Cure Amounts”) with respect to the corresponding Closing Date Contracts, and such Cure Amounts also are listed on the Lehman Website.

3. “Morgan Stanley Capital International,” “MSCI,” and “Barra Inc.” are identified as counterparties to certain of the Closing Date Contracts found in that certain schedule entitled “List of IT Closing Date Contracts” on the Lehman Website. The Cure Amount associated with “Morgan Stanley Capital International” and “MSCI” is listed as \$0, and the Cure Amount associated with “Barra Inc.” is listed as \$23,240.63.

4. Pursuant to Paragraphs T and 12 of the Sale Order and the Cure Procedures, counterparties to any Closing Date Contracts that disagree with the Cure Amount

with respect to such Closing Date Contract must file a written objection to the Cure Amount by October 3, 2008.

**OBJECTION**

5. In accordance with the Sale Order and the Cure Procedures, MSCI hereby files this Cure Objection.

6. The proposed Cure Amount for the MSCI Contracts listed by the Debtors on the Lehman Website is incorrect. The amount owed to MSCI in connection with any assumption and assignment of the MSCI Contracts, is \$267,537.64, as set forth in the following schedule:

<b>Invoice Number</b>	<b>Amount Due</b>
3005023551	\$15,240.63 <sup>1</sup>
3005024134	\$61,990.50
3005024472	\$5,418.75
3005024473	\$5,418.75
3005024474	\$5,418.75
3005024476	\$5,418.75
3005024634	\$5,418.75
3005025748	\$16,906.5
3005026490	\$100,246.88
3005026491	\$8,128.13

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<sup>1</sup> Invoice 3005023551 reflects a larger amount than is actually due and owing under that invoice. *See* Exhibit A. MSCI deducted \$8,000 from this invoice due to an overpayment by the Debtors on a separate invoice and agreement by the parties to apply that overpayment to invoice 3005023551.

3005026592	\$37,931.25
<b>Total</b>	<b>\$267,537.64</b>

The invoices referenced in the above schedule are attached hereto as Exhibit A.

7. In addition, there is insufficient information from the schedules on the Lehman Website to determine which of the agreements between MSCI and the Debtors are purported to be assumed and assigned pursuant to the Sale Order. Accordingly, by this Cure Objection, MSCI requests further clarification with respect to the specific agreements between the parties that the Debtors seek to assume and assign to Barclays.

8. Pursuant to the Sale Order and the Cure Procedures, MSCI will meet and confer in good faith with the Debtors, the SIPC Trustee, and Barclays to attempt to resolve the Cure Objection without this Court's intervention. Also pursuant to the Sale Order and Cure Procedures, MSCI reserves its right to apply to the Court for a determination of the Cure Objection if the parties are unable to resolve the dispute.

#### **NOTICE**

9. In accordance with the Cure Procedures, notice of this Cure Objection has been given to (i) attorneys for LBHI, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153 (attention: Lori R. Fife and Shai Y. Waisman); (ii) attorneys for the SIPC Trustee, Huges Hubbard & Reed LLP, One Battery Park Plaza, New York, NY 10004 (attention: Jeffrey S. Margolin); and (iii) attorneys for Barclays, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006 (attention: Lindsee P. Granfield and Lisa M. Schweitzer).

**NO PRIOR APPLICATION**

10. No previous application for the relief sought herein has been made to this or to any other court.

WHEREFORE, MSCI requests that the Court order the Debtors and/or Barclays to pay MSCI the cure obligations in connection with the assumption and assignment of the MSCI Contracts in the total amount of no less than \$276,667.64 and such other and further relief as may be just and proper.

Dated: New York, New York  
October 2, 2008

CADWALADER, WICKERSHAM & TAFT LLP

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